

After recording, please return to:

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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR BASELINE RESIDENTIAL**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Baseline Residential (“**First Amendment**”) is made to be effective as of March 5, 2019 by NP Development, Inc., a Colorado corporation (“**Founder**”).

RECITALS

A. Founder is the owner of the Property (as defined in the Declaration) located in the City and County of Broomfield, Colorado (the “**City**”) described on the North Park Filing No. 6 Final Plat recorded in the official real property records of the City on February 28, 2019 at Reception No. 2019001878 (the “**Plat**”).

B. Founder is the “**Founder**” under that certain Declaration of Covenants, Conditions and Restrictions for Baseline Residential recorded in the official real property records of the City on March 18, 2019 at Reception No. 2019002577 (as the same may be supplemented and amended from time to time, the “**Declaration**”), which Declaration imposes certain covenants, conditions, restrictions, and assessments on the Property (as defined in the Declaration).

C. In accordance with Note 14 on the Plat, Founder is required to provide to prospective purchasers of certain lots on the Property that are within a radius of two hundred feet of the Asher #1 well (API #05-014-05579) (the “**Plugged and Abandoned Well**”), notice of the following: (1) the location of the Plugged and Abandoned Well, (2) the location of the maintenance and workover easement, and (3) the purpose for the well maintenance and workover easement.

D. Pursuant to Section 15.3(b) of the Declaration, Founder now desires to amend the Declaration in order to provide said notice and to provide for certain other matters related to the notice as set forth in, and subject to the terms and conditions of, this First Amendment.

AMENDMENT

NOW THEREFORE, for and in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by the Founder, Founder amends the Declaration as follows:

1. **Recitals Incorporated; Conflict.** The foregoing recitals are incorporated by reference and made a part of this First Amendment. Except as modified by this First Amendment, the

terms and provisions of the Declaration shall remain in full force and effect. In the event of any conflict between the terms of the Declaration and this First Amendment, this First Amendment shall control.

2. Definitions. Capitalized terms used but not defined in this First Amendment shall have the meanings assigned to such terms in the Declaration.
3. Founder's Authority to Amend. The amendments made to the Declaration in this First Amendment are pursuant to Founder's authority stated in Section 15.3(b) of the Declaration.
4. New Exhibit F. Exhibit F attached to the Declaration is deleted and replaced with the Exhibit F attached to this First Amendment.
5. Table of Exhibits – New Exhibit G. The Table of Exhibits in the Declaration is updated to reflect the addition of the following new exhibit:

“Exhibit G Location of Maintenance and Workover Easement”

6. Definition – Filing 6 Plat. The following new definition is added to Section 2.2 of the Declaration in its respective alphabetical order:

“**Filing 6 Plat**” means that certain North Park Filing No. 6 Final Plat Recorded in the Official Records of the City on February 28, 2019 at Reception No. 2019001878.”

7. Section 16.2(d) – Oil and Gas Wells. “Legacy Wells” is deleted from the title heading of Section 16.2(d) of the Declaration and replaced with “Oil and Gas Wells”.
8. New Section 16.2(d)(i) – Notice of Plugged and Abandoned Well. A new Section 16.2(d)(i) is added to the Declaration as follows:

“(i) In accordance with Note 14 on the Filing 6 Plat, Founder hereby discloses and provides notice to all prospective purchasers of the below lots (the “**Proximate Lots**”) (A) that the Asher #1 well (API #05-014-05579) (the “**Plugged and Abandoned Well**”) is located on a portion of Tract S in the Filing 6 Plat as depicted on Exhibit F attached hereto and (B) the Plugged and Abandoned Well is located within two hundred feet of the Proximate Lots.

Legal Description of the Proximate Lots (all lot and block designations are as set forth on the Filing 6 Plat)
Lots 29 through 43, Block 4
Lots 4 and 5, Block 5
Lot 11, Block 8”

9. New Section 16.2(d)(ii) – Notice of Maintenance and Workover Easement. A new Section 16.2(d)(ii) is added to the Declaration as follows:

“(ii) In accordance with Note 14 on the Filing 6 Plat, Founder hereby discloses and provides notice to all prospective purchasers of the Proximate Lots that there is a maintenance and workover easement associated with the Plugged and Abandoned Well that is located on a portion of Tract S and Tract GGGG of the Filing 6 Plat as depicted on Exhibit G attached hereto. The purpose of the maintenance and workover easement is to allow routine maintenance and workover operations to occur on the Plugged and Abandoned Well, if needed. This maintenance and workover easement was dedicated to the City on the Filing 6 Plat.”

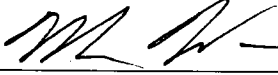
10. Captions for Convenience. All captions and titles of headings of sections in this First Amendment are for the purpose of reference and convenience and are not to be deemed to limit, modify or otherwise affect any of the provisions of this First Amendment or to be used in determining the intent or context thereof.

[The remainder of this page is intentionally left blank. The signature page follows.]

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be executed as of the Effective Date.

FOUNDER:

NP Development, Inc., a Colorado corporation

By: 

Name: Michael S. Warren

Its: Senior Vice President & General Counsel

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of April, 2019, by Michael S. Warren, Senior Vice President and General Counsel of NP Development, Inc., a Colorado corporation.

Witness my hand and official seal.

My Commission Expires: 9/15/19

LINDA J SINGER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19954013948
MY COMMISSION EXPIRES SEPTEMBER 05, 2019

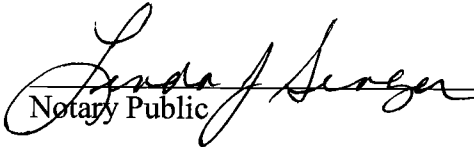

Notary Public

EXHIBIT F

Oil and Gas Wells

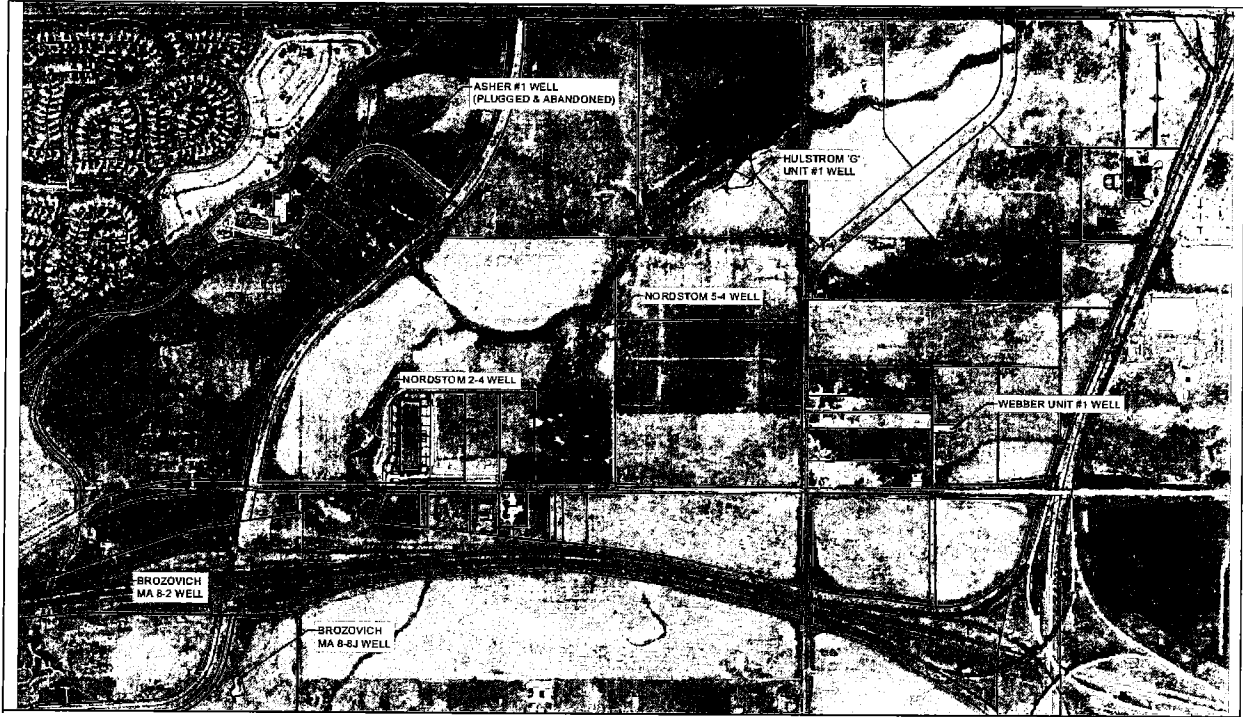


EXHIBIT G

Location of Maintenance and Workover Easement

The location of the Maintenance and Workover Easement is indicated below, being a portion of Tract S and Tract GGGG of the Filing 6 Plat.

